

**FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement (this “Amendment”), by and between MARKET HEIGHTS, LTD., a Texas limited partnership (“Landlord”), and CIRCUIT CITY STORES, INC., a Virginia corporation (“Tenant”).

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby recite and agree as follows:

1. Recitals.

(a) Lease Agreement. Landlord and Tenant entered into that certain Lease Agreement (the “Lease”) dated April 23, 2007, pursuant to which Landlord agreed to lease and Tenant agreed to rent, under certain terms and conditions set forth therein, certain premises (the “Premises”) located in the Market Heights Shopping Center, in the City of Harker Heights, Bell County, Texas and being more particularly described in the Lease. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

(b) Amendment. Landlord and Tenant desire to amend the Lease pursuant to this Amendment as hereinafter provided.

2. Exhibit A. Exhibit A to the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto (the “Site Plan”). All references to Exhibit A or the Site Plan in the Lease shall be deemed to hereafter refer to Exhibit A attached hereto. Section 1.01.P. of the Lease which defines the Premises is hereby modified to refer to the crosshatched area on the attached Site Plan. Section 2.01(c) of the Lease is hereby modified to refer to the area identified as Tenant’s Promotional Area on the attached Site Plan. Section 3.01 of the Lease is hereby modified to provide that the Staging Area will be in the location identified on the Site Plan attached hereto. Section 5.02(b) of the Lease is hereby modified to delete “that portion of the Shopping Center labeled “Phase I” on the Site Plan (“Phase I”)” and replace it with “that portion of the Shopping Center labeled “Phase III” on the Site Plan (“Phase III”).” The Construction Drives shall be as shown on the attached Site Plan. Section 12.01 of the Lease is hereby modified to delete the phrase “Phase I and Phase II” and replace it with “Phase II and Phase III”. Sections 12.03(b), 13.01(a), 13.01(c), 13.02 and 20.03(c) of the Lease are hereby modified to delete the references to “Phase I” and replace them with “Phase III”. Sections 15.02, 20.02(a), 20.03(a), (b), (d), (f) and Exhibit F of the Lease are hereby modified to refer to the Site Plan attached hereto.

3. Target Approval Letter. Landlord shall submit the Site Plan attached hereto to Target in connection with the Target Approval Letter defined in Section 2.01(c) of the Lease and the deadline for obtaining the Target Approval Letter shall be thirty (30) days following the date hereof.

4. Modification to Tenant’s Exclusive. Section 8.04(b)(C) of the Lease is hereby deleted and replaced with the following:

“(C) one (1) cellular or wireless retailer other than Verizon or its successors or assigns, if located in Building F, L, K, Q, V or M as shown on the Site Plan and not larger than 3,500 square feet in size;”

5. Pad Site Height Limitation. Lots or tracts R, S and T shown on the Site Plan shall have a building height restriction of twenty-five feet (25').

6. Other Terms. All other terms, conditions and provisions of the Lease shall remain in full force and effect as of the date hereof, and are hereby ratified and confirmed.

7. Counterparts. This Amendment may be executed by facsimile transmission in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED to be effective on the 10<sup>th</sup> day of Sept., 2007.

**LANDLORD:**

MARKET HEIGHTS, LTD.,  
a Texas limited partnership

By: Market Heights Developers, Ltd.,  
a Texas limited partnership,  
its General Partner

By: DEVCO GP, Inc.,  
a Texas corporation,  
its General Partner

By: John B. Mulleady  
Name: John B. Mulleady  
Title: VP

**TENANT:**

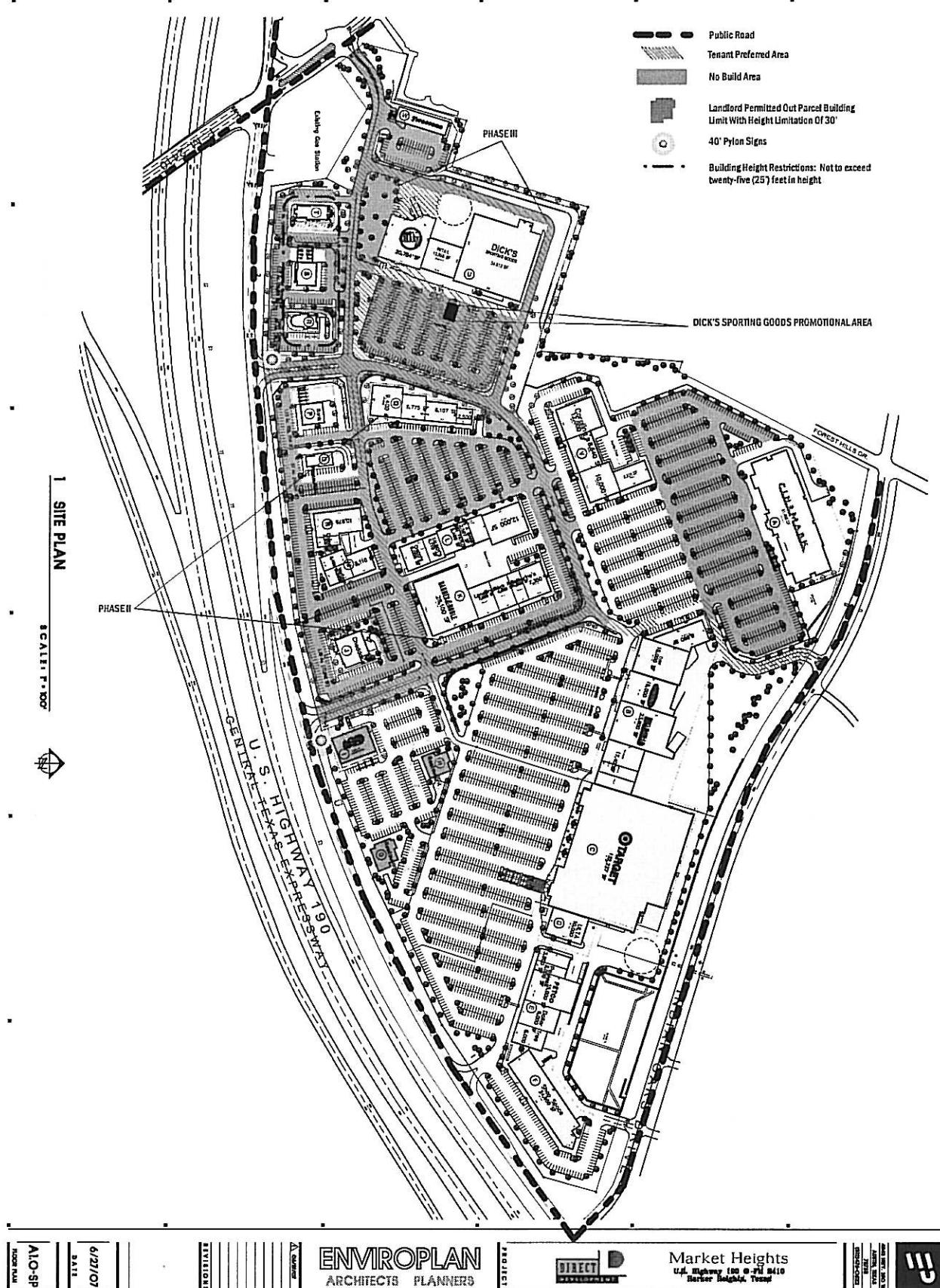
CIRCUIT CITY STORES, INC.,  
A Virginia corporation

By: John B. Mulleady  
Name: John B. Mulleady  
Title: Vice President  
Real Estate & Construction

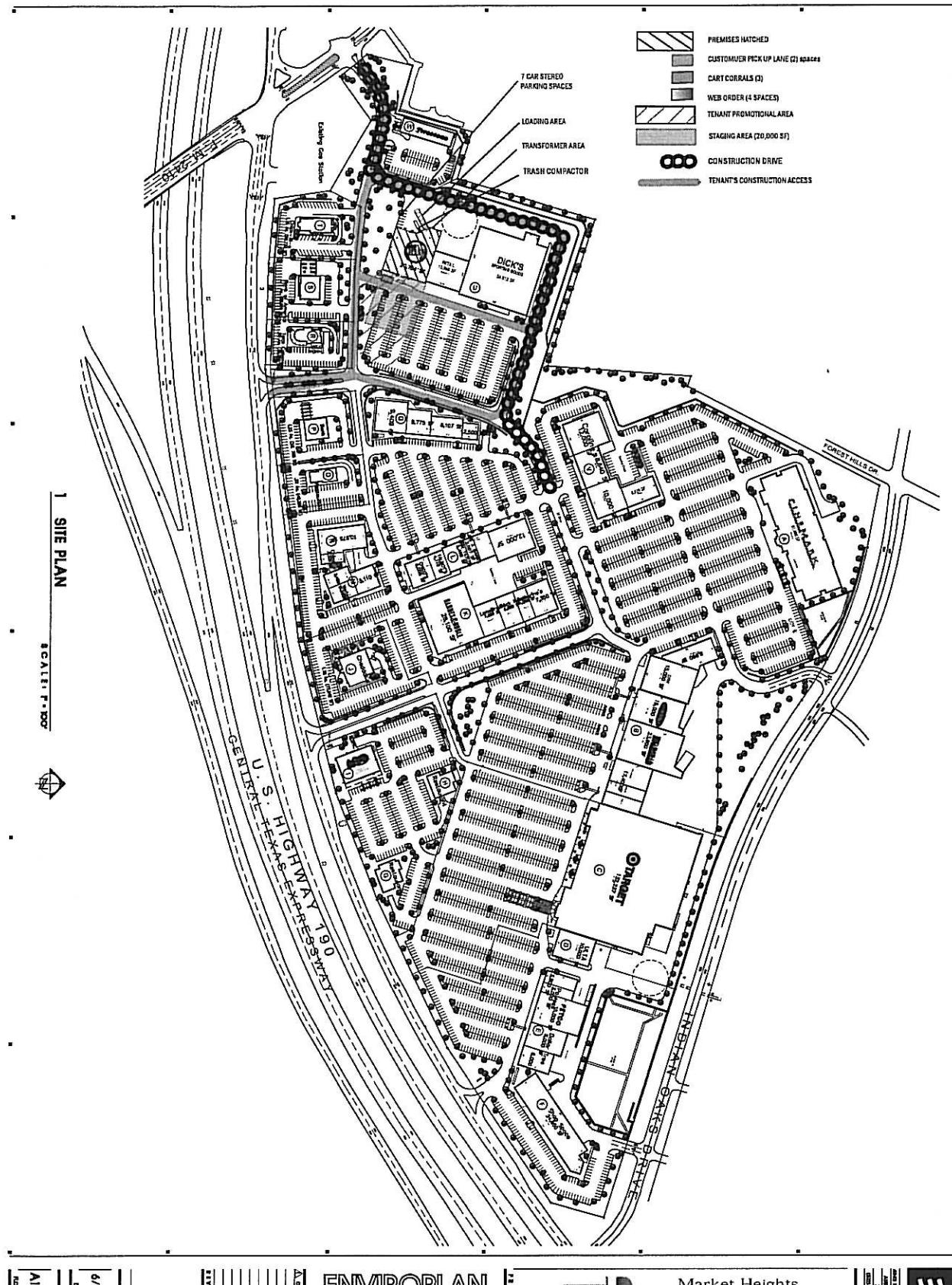
EXHIBIT A  
Site Plan

Premises – crosshatched, with Floor Area and frontage thereof (Section 1.01P)  
All buildings within the Shopping Center and Floor Area thereof (Section 1.01S)  
Customer Pick-Up Areas (Section 2.01(c))  
Car Stereo Parking Areas (Section 2.01(c))  
Trash Compactor Area (Section 2.01(c))  
Web Order Pick-Up Parking Spaces (Section 2.01(c))  
Transformer Pad Area (Section 2.01(c))  
Tenant's Preferred Area (Section 2.01(c)) - parking field and drive aisles  
Staging Area (Section 3.01)  
Construction Drive (Section 5.02(b))  
Primary Restoration Area (Section 12.01(a))  
Pylon Sign(s) (Section 15.02)  
Public Thoroughfares (Section 20.02(a))  
No Build Area (Section 20.03(a))  
Parking Spaces In Tenant's Preferred Area (Section 20.03(c))  
Landlord's permitted outparcel build-out area (Section 22.03(d))  
Tenant's Trailer (Section E of Exhibit C)  
Phase III (Section 12.01) - Circuit City area  
Phase II (Section 12.01)

**Lease Exhibit A- Circuit City**



**Lease Exhibit A- Circuit City**



ALO-SP  
6/27/09  
D.A.11

REVISED  
PROJECT

**ENVIROPLAN**  
ARCHITECTS PLANNERS

**DIRECT**  
CONSTRUCTION

Market Heights  
U.S. Highway 190 & FM 9410  
Market Heights, Texas

100%  
100%  
100%  
100%  
100%  
100%  
100%  
100%  
100%  
100%